



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
#HWY-309648-RP

IFB Title:
COVER AGGREGATE, MISSOULA DIVISION

IFB Due Date and Time:
JUNE 16, 2010
3:00 p.m., Local Time

Number of Pages: 10

ISSUING AGENCY INFORMATION

Procurement Officer:
RICHELE PARKHURST

Issue Date:
MAY 28, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

**Phone: (406) 657-0274
Fax: (406) 256-6487
TTY Users, (406) 444-7696**

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:**

**#HWY-309648-RP
PURCHASING SERVICES SECTION
424 MOREY STREET
PO BOX 20437
BILLINGS MT 59104-0437**

Mark Face of Envelope/Package:

**IFB Number: #HWY-309648-RP
IFB Due Date: JUNE 16, 2010**

SEALED BIDS will be received and publicly opened
in the Billings office at 3:00 pm.

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
PO BOX 7039
MISSOULA MT 59807-7039

F.O.B.: VENDOR'S PLANT
WITHIN 50 MILES RADIUS OF MILEPOST 0.0
ON US-93 SOUTH (LOST TRAIL PASS)

Questions may be directed to Jack May at (406) 523-5803 in Missoula. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Bureau. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

In regard to all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Scaffolding Act, Montana Safe Place to Work Statute, etc.), as well as matters involving patent, trademark and copyright infringements, Contractor agrees that it will defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including any patent, trademark and copyright infringement) arising from the project. This indemnification expressly includes any claim or liability arising from a violation of law, ordinance or regulation. Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of its subcontractors, and the public. This indemnification is expressly intended by the parties to include claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the State or Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor's employees, or the public.

This indemnification does not extend to CERCLA and CECRA claims, which are addressed in section 107.26 of the specifications. Contractor will be responsible for any and all damages to property or persons that occur before final acceptance of the project. Contractor will obtain and maintain insurance necessary to comply with the specifications. The Contractor shall indemnify, protect and defend the owner (State and Department) from any damage, loss or claim of damage arising from, due to or allegedly due to an action or omission of the Contractor or any of its employees, and further to protect, hold harmless and indemnify the Department and State from any damages, loss, or claims due to or allegedly due to an act or omission of any subcontractor on the project. Other than the above indemnifications, each party shall be liable for its own negligence.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved.

For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov/>.

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406) 657-0274 in Billings.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. SPECIAL PROVISIONS - AGGREGATE PRODUCTION

2.1. CONTRACT AUTHORITY

The Purchasing Services Section Supervisor will be the contract authority and the contract will be administered by a Maintenance Chief and/or District Administrator.

2.2. AIR QUALITY

The Contractor is responsible for the air quality permit and must meet the Department of Environmental Quality emission standards.

2.3. STANDARD SPECIFICATIONS

All references to the "Standard Specifications" shall be the Department's book entitled "Standard Specifications for Road and Bridge Construction", 2006 edition or as amended by current supplemental specifications. Current supplemental specifications may be obtained at the following web site: http://ftp.mdt.mt.gov/contract/stdspec_sup.pdf

2.3.1. The following Standard Specifications Sections apply in their entirety:

- a. Section 101

2.3.2. The following Standard Specifications Articles apply in their entirety:

- a. 102.04, 102.05 and 102.06
- b. 104.01
- c. 105.01, 105.09, 105.10, 105.11 and 105.16
- d. 107.01, 107.02, 107.03, 107.05, 107.06, 107.08, 107.10, 107.11, 107.12, 107.14, 107.15, 107.17, 107.18, 107.20, 107.21, 107.22 and 107.26
- e. 108.01, 108.05, 108.06, 108.09 and 108.10

- f. 109.01, 109.04 and 109.08
- g. 409.01, 409.02 and 409.03

2.3.3. The following portions of Standard Specification Articles shall apply:

- a. 105.03.2
- b. 105.05 (except paragraphs 1 & 2) and 105.12 (reference to 105.03 is to 105.03.1 only)
- c. 106.01.3 (reference to 105.03 is to 105.03.1 only)
- d. 108.08 (with reference to table 108-1 only)
- e. 301.03.2C
- f. 701.02.8

2.4. MEASUREMENT AND PAYMENT

2.4.1. The completed Grade 4A chips will be measured by the ton on approved scales.

2.4.2. Payment at the contract unit price per ton for the specified aggregate includes all costs associated with the specified material.

2.5. ACCEPTANCE

- 2.5.1. Furnish cover aggregate meeting Subsection 701.02.8 and Table 701-12 requirements. If the contract specifies "Cover-Type I", furnish Grade 4A cover material. If the contract specifies "Cover-Type II", furnish Grade 2A cover material. The Project Manager will randomly select samples to be taken by the Contractor and witnessed by a Department inspector for gradation and fracture.
- 2.5.2. In the event of a discrepancy or grievance on the part of the Contractor or the Department, the affected party will make a written request for a hearing to the Purchasing Services Section Supervisor. This request must be made, in writing, no later than 30 days after the disagreement, questions or dispute has arisen. Upon receipt of the written request, a hearing date will be scheduled at the earliest possible convenience of all affected parties. A hearing committee will consist of the Contractor and Department representatives to include the Maintenance Division Administrator, Administration Division Administrator and the Chief Operations Officer(s). As this is not intended to be an adversarial meeting, but a problem-solving one, it is recommended that no party be represented by legal counsel at the hearing. Any resolution decided on as a result of this hearing will be binding for all parties involved. Contractor must notify the Purchasing Services Section Supervisor a minimum of 5 working days prior to the meeting if their legal counsel will be attending the meeting. If Contractor is to be represented by legal counsel and the Department's legal counsel is not available for the initially scheduled meeting, then the meeting will be rescheduled.

2.6. AWARD

Award will be made to one (1) Contractor whose valid bids meets all terms, conditions, specifications and dates as stated herein.

The prospective Contractor may take "exception" to bid terms, conditions, specifications and dates listed herein or the prospective Contractor may submit an "alternate" proposal. However, the Department reserves the right to disqualify any and all bids submitted which include either "exceptions" or "alternates". Additionally, the Department reserves the right to reject any and all bids if deemed to be in the Department's best interest.

The Department also reserves the right, due to reduced funding, due to failure of the successful Contractor to secure an approved air quality permit or, due to weather/seasonal consideration, to cancel all or any single or multiple project sites as referenced herein, if deemed in the Department's best interest.

3.0. COMMODITY SPECIFICATIONS

PROJECT SITE: WITHIN 50 MILE RADIUS OF MILEPOST 0.0 ON US-93 SOUTH (LOST TRAIL PASS)

SPECIFICATIONS FOR WORK:

Contractor shall provide all labor, equipment, materials and incidentals necessary to produce approximately 1,800 tons of Cover Material Type 1 (Grade 4A) per Section 701.02.8 of the Standard Specifications for Road and Bridge Construction, 2006 Edition and any supplementals. The Grade 4A material will be picked up between July 1, 2010 and August 1, 2010. The Department will provide the haul trucks and pick up the mix at the Contractor's plant.

CONTACT PERSON: JACK MAY

PHONE NUMBER: (406) 523-5803

DESIGNATED CONTRACT DATE:

WORK WILL BE REQUIRED TO BE COMPLETED ON OR BEFORE: JUNE 25, 2010

QUANTITY SHEET

Item & Description	Unit of Measure	Quantity	Unit Price	Total Price
Grade 4A Chips	Per Ton	<u>1,800.0</u>	\$ _____	\$ _____
GRAND TOTAL:				\$ _____

Plant Location: _____

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- Check our website for the latest addendum to the IFB
- Sign and return each addendum as required
- Properly identify return envelope
- Sign your bid on the front page
- Initial any bid changes you made
- Review and complete all requirements listed herein to ensure compliance

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